

Exhibit A
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Fenton Communications, Inc. 1000 Vermont Ave., NW, Suite 200 Washington, DC 20005	2. Registration No. 5945
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3. Name of foreign principal Government of Ecuador	4. Principal address of foreign principal Address: Av. Coruna y 12 de Octubre, Edificio Altana Plaza 4to piso. City, Country: Quito- Ecuador
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5. Indicate whether your foreign principal is one of the following:

- ☒ Foreign government
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify): _____ |
- ☐ Individual-State nationality _____

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6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
Ministry for the Coordination of Production, Employment, and Competitiveness - MCPEC
- b) Name and title of official with whom registrant deals
Nathalie Cely- Coordinating Minister

7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom registrant deals
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal.

N/A

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

N/A

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

Date of Exhibit A
06/07/2010

Name and Title
William W. Hamilton Jr.
Executive Vice President.

Signature

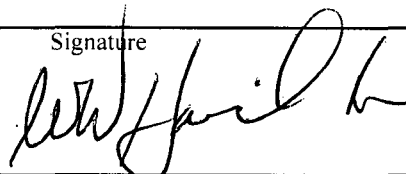


Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant FENTON COMMUNICATIONS 1000 VERMONT AVE NW, STE 200 WASHINGTON, DC 20005-4913	2. Registration No. 5945
3. Name of Foreign Principal Government of Ecuador	

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Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
To assist with public relations for the MCPEC and the Government of Ecuador with the purpose of presenting the real image of the development and investment potential of Ecuador in the international media

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

public relations for the MCPEC and the Government of Ecuador with the purpose of presenting the real image of the development and investment potential of Ecuador in the international media.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Fenton Communications will assist the Government of the Republic of Ecuador in helping shape public opinion towards the country through support of the Embassy's media relations needs. Fenton will contact journalists that cover issues related to Ecuador to set up interviews with Ecuador's Government officials. and distribute press material s such as: press releases, fact sheets. statements and information useful to journalists in their work.

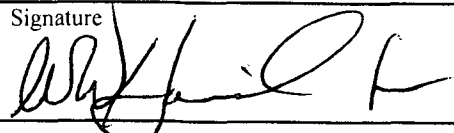
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Date of Exhibit B
06/07/2010

Name and Title

William W. Hamilton,
Executive Vice President.

Signature



Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



CONTRACT OF NON-NORMALIZED SERVICES PROVIDED ABROAD
PUBLIC RELATIONS TO PRESENT THE REAL IMAGE OF THE DEVELOPMENT AND INVESTMENT POTENTIAL OF ECUADOR IN THE
INTERNATIONAL MEDIA

Contracting Process # SEREX-MCPEC-2-2010

Contract # _____

THE PARTIES

Participating in the signing of the present contract, the Ministry for the Coordination of Production, Employment and Competitiveness, legally represented by the economist Nathalie Cely S., Coordinating Minister, and the other party, the consulting firm DAVID FENTON COMMUNICATIONS, INC., duly represented by Erin Visser, in her capacity as Vice President of Administration. The same, for the purposes of the present contract shall be denoted as the "CONTRACTING PARTY" and the "CONTRACTOR." The parties are obligated in virtue of the present contract, according to the following clauses:

First Clause. - BACKGROUND

1.01. - In accordance with articles 4 and 5 of the Organic Law of the National System of Public Contracting – LOSNCP – and 3 of its General Regulations, the Annual Contracting plan of the CONTRACTING PARTY, considers the contracting of: public relations for the MCPEC and the Government of Ecuador with the purpose of presenting the real image of the development and investment potential of Ecuador in the international media.

1.02. - Following the respective reports and studies, the maximum authority of the CONTRACTING PARTY resolved to initiate the contracting process via Resolution N° MCPEC-DM-2010-18 of April 16, 2010.

1.03. - The existence and availability of funds in budgetary item # 26-00-009-001-730601 is confirmed, as recorded in the certification conferred by the Financial Administration Budget Analyst, via Memorandum N° MCPEC-DAF-2010-0372 of April 15, 2010.

1.04. - The respective offer of services was made on April 23, 2010.

1.05. - Following the corresponding negotiation, the maximum authority of the CONTRACTING PARTY, via Resolution # MCPEC-DM-2010-23 of April 30, 2010, awarded the execution of the contract for public relations for the MCPEC and the Government of Ecuador with the purpose of presenting the real image of the development and investment potential of Ecuador in the international media to the bidding party DAVID FENTON COMMUNICATIONS, INC.

Second Clause. - CONTRACT DOCUMENTS

2.01. - Forming an integral part of the Contract are the following documents:

- a. The offer presented by the CONTRACTOR;
- b. The other documents of legal representation of the CONTRACTOR;
- c. The award resolution; and,
- d. The certifications of the Financial Administration that verify the existence of the budgetary item and availability of resources, for the fulfillment of the obligations derived from the contract.

Third Clause. - INTERPRETATION AND DEFINITION OF TERMS

3.01. - The terms of the Contract should be interpreted in their literal sense, in order to clearly reveal the intentions of the contracting parties. In all cases, their interpretation follows the following norms:

- a) When the terms are clearly defined in the Spanish language, their literal meaning shall be adhered to that which most closely fits with international commercial practices.
- b) If they are not defined, they shall be understood as disposed in the contract in their natural and obvious sense, in accordance with the contractual objective and the intention of the contracting parties. Should there be contradictions between the contract and the documents of the same, the norms of the contract shall prevail.

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- c) The context shall serve to illustrate the sense of each one of its parts, in such a way so that there is due correspondence and harmony.
- d) In the case of their omission or insufficiency, the norms contained in Title XIII of Book IV of the codification of the Civil Code of Ecuador shall apply.

3.02. - Definitions: In the present contract, the following terms shall be interpreted in the manner indicated as follows:

- a) **"Successful Bidder,"** is the bidding party to which the maximum authority of the CONTRACTING PARTY awarded the contract;
- b) **"MCPEC,"** Ministry for the Coordination of Production, Employment and Competitiveness.
- c) **"LOSNC,"** Organic Law of the National System of Public Contracting.
- d) **"Bidder,"** is the natural or legal person, association or consortium that presents an "offer;"
- e) **"Offer,"** is the proposal to contract, presented by the bidder, through which it is obligated, should it be awarded, to agree to and sign the contract for the provision of the service indicated in the Background clause;

Fourth Clause. - OBJECT OF THE CONTRACT

4.01. - THE CONTRACTOR is obligated to the CONTRACTING PARTY to provide, to the complete satisfaction of the CONTRACTING PARTY, the non-normalized services of: public relations for the MCPEC and the Government of Ecuador with the purpose of presenting the real image of the development and investment potential of Ecuador in the international media.

Fifth Clause. - PRICE OF THE CONTRACT

5.01. - The value of the present contract, that the CONTRACTING PARTY shall pay to the CONTRACTOR, is TWO HUNDRED AND SIXTEEN THOUSAND U.S. dollars (US\$ 216,000.00).

5.02. - The prices agreed to in this contract shall constitute the sole compensation to the CONTRACTOR for all of its costs, including any tax, duty or rates that it may be required to pay.

Sixth Clause. - FORM OF PAYMENT

The Price indicated in the preceding clause shall be due in equal monthly or quarterly dividends as agreed by both parties, over the course of nine months, in accordance with the offer presented by the CONTRACTOR.

Seventh Clause. - GUARANTEES

7.01. - In this contract, the establishment of guarantees is not anticipated.

7.02. - Should the CONTRACTOR communicate in written form that the execution of services will be suspended, the CONTRACTING PARTY shall suspend payment of the corresponding monthly dividends on the month in which said communication is received and the following months.

Eighth Clause. - TIME PERIOD

8.01. - The total period for the execution of the present contract is NINE MONTHS counted from the first of May of the year two thousand and ten.

Ninth Clause.- Contract Renewal

9.01- The present contract will be eligible for mutual party renewal in the following manner:

- a. Either party can solicit a renewal of the contract via written communication with the other party, provided the correspondence is mailed at least one month prior to the expiration of the existing contract.
- b. Both parties will sign, via respective delegates, a negotiation act establishing the price, term and remaining conditions governing the successive contract.



c. Both parties will comply with the new contract with the agreed terms/conditions.

Tenth Clause. - FINES

10.01.- Should the CONTRACTOR not comply within the period agreed to by the parties with the fulfillment of an activity of public relations, the CONTRACTING PARTY reserves the right to impose a fine equivalent to ten percent of the corresponding monthly dividend on the month in which this event occurs, for each day of delay.

10.02.- Fines shall not be applied in cases where the delay in the fulfillment of obligations is due to the events that were out of the control or capacity of the CONTRACTOR.

Eleventh Clause. - THE RE-ADJUSTMENT OF PRICES

11.01.- No re-adjustment of prices is anticipated.

Twelfth Clause. - ASSIGNMENT OF CONTRACTS AND SUBCONTRACTING

12.01.- THE CONTRACTOR may not cede, sign or transfer in any way, in whole or in part, this Contract. However, it shall be able to partially subcontract the execution of the contractual obligations, so long as the amount of the totality of the subcontract does not exceed thirty percent (30%) of the total value of the main contract.

12.02.- THE CONTRACTOR shall be the sole responsible party to the CONTRACTING PARTY for the acts or omissions of the subcontractors and the persons directly or indirectly employed by them.

Thirteenth Clause. - OTHER OBLIGATIONS OF THE CONTRACTOR

13.01.- Apart from the obligations already established in the present contract and in the General Conditions for the Execution of the Contract, the CONTRACTOR is obligated to comply with any other that is naturally and legally derived from the objective of the contract and that is necessary as stated in any document of the same or in specifically applicable legal norms.

Fourteenth Clause. - OBLIGATIONS OF THE CONTRACTING PARTY

14.01.- The obligations of the CONTRACTING PARTY, apart from those established in other Clauses of the contract and its attachments, are the following:

- a) Provide information that shall be input for the public relations activities that the CONTRACTOR fulfills,
- b) Comply with the obligations established in the contract, and in the documents of the same, in an agile and opportune manner,
- c) Provide a solution to problems that present themselves in the execution of the contract, in an opportune manner,
- d) When necessary, process the complimentary documents that may be relevant, and
- e) Others, specific to each contract.

Fifteenth Clause. - COMPLIMENTARY CONTRACTS.-

15.01.- In the case that, for unforeseen or technical causes, duly motivated, presented during the execution of the contract, the CONTRACTOR's work team may visit Ecuador or, in general, carry out mobilizations that will imply that the work team may incur personal expenses, the parties may sign complimentary contracts, in order to comply with these expenses if the same are greater than five hundred U.S. dollars (US\$ 500.00), which shall be pre-approved.

Sixteenth Clause. - CONFIDENTIALITY.

The parties agree that the information that they mutually share, that is not intended for release to third parties or to public opinion, shall be confidential according to the following rules:

16.01.- Release of information. - THE CONTRACTING PARTY shall release information to the CONTRACTOR based on an expressed fundamental understanding, in function of which the CONTRACTOR shall be obligated not to agree to any

contract with third parties linked with the information that is provided for in the execution of this contract, with the exception of that information not subject to this Clause.



16.02. - Ownership of Information.- The information is the property of the CONTRACTING PARTY and the present agreement of strict confidentiality shall not be interpreted as awarding in favor of the CONTRACTOR any type of license, permission or any other class of rights over the information.

16.03. - Confidentiality of the information.- THE CONTRACTOR accepts the obligation to keep and treat the information in a strictly confidential manner with respect to third parties. The CONTRACTOR shall not publish nor utilize the information without having obtained prior written consent from the CONTRACTING PARTY to said effect.

16.04.- Obligation and responsibility of confidentiality.- The obligation of confidentiality is extended to all persons or societies that, through the intermediary of the CONTRACTOR, has Access to the supplied information, making this last party ultimately responsible for any failure to comply effected by all of the subjects referred to in this Clause.

16.05. - Character of the information.- The information shall not be considered as confidential which is liable to be known through the use of regular and legal channels of information, nor the information that is public knowledge through any means of communication. If otherwise, it is presumed that all information delivered is confidential, and the stipulations in the present Clause shall be considered adequate.

Seventeenth Clause. - ON THE ADMINISTRATION OF THE CONTRACT:

17.01. - The CONTRACTING PARTY designates the Director of Social Communication, in her capacity as Contract Administrator, as the person who shall ensure compliance with the conditions that the present contract entails.

The Administrator of this Contract shall be authorized to carry out management activities inherent to its execution, including those that are related to the acceptance or refusal of extension requests that the CONTRACTOR may make. The Administrator shall be charged with oversight of the compliance with the legal norms and contractual commitments on the part of the CONTRACTOR.

In respect of her management, she shall report to the Technical Secretary of the MCPEC and shall communicate all operative, technical, economic aspects of any nature that may affect the fulfillment of the objective of the contract, and shall always include in these communications the General Director of the InvestEcuador component.

She shall agree to a single delivery of minutes, upon the expiry of her contractual period.

Eighteenth Clause. - TERMINATION OF THE CONTRACT

18.01. - The Contract shall terminate:

- a) By worthy fulfillment of the contractual obligations,
- b) By mutual agreement of the parties,
- c) By sentence of executable award that declares the annulment of the contract or resolution of the same, at the request of the CONTRACTOR.
- d) By dissolution of the legal entity of the CONTRACTOR, that does not originate from a voluntary internal decision of the competent bodies of such legal entity.
- e) By causes imputable to the CONTRACTING PARTY, if it has failed to comply with its obligations for more than fifteen days.

Nineteenth Clause. - RESOLUTION OF CONTROVERSIES

19.01. - If there should be divergent opinions or controversies in the interpretation or execution of the present contract, when the parties are not able to come to a direct and friendly agreement, they may make use of alternative methods to resolve controversies in the Mediation and Arbitration Center agreed to by the parties.

In order to proceed to arbitration, there should exist a prior favorable opinion from the Solicitor General of the State, in accordance with Article 190 of the Constitution of the Republic of Ecuador.

19.02.- Should the parties opt for voluntary jurisdiction, they agree to submit the controversies relative to this contract, its execution, liquidation and interpretation to arbitration and mediation and agree on the following:

19.02.01. - Mediation. - All controversy or difference relative to this contract, its execution, liquidation and interpretation, shall be resolved with the assistance of a mediator designated by the parties or by a Mediation Center



favorably rated by both parties, in the event that the conflict is not resolved through this mechanism for the resolution of controversies, the parties shall submit to Arbitration in accordance with the following rules:

19.02.02. - Arbitration. - Should approval be obtained to submit the resolution of conflicts to arbitration, the following rules are established:

- a) The arbitration shall be as by Law;
- b) The anticipated legislation and prevailing regulations in the Mediation Center chosen by the parties shall apply;
- c) The Arbitrage Tribunal shall be composed of a single arbitrator or an odd number as agreed to by the parties. If the parties do not reach an agreement, the Tribunal shall be composed of three arbitrators. The procedure for selection and constitution of the Tribunal shall be that as prescribed by the Law and in the Regulations of the Arbitration Center selected;
- d) The arbitrators shall be attorneys and preferably with experience in the matters that motivate that controversy;
- e) The matters resolved through an arbitrated award shall have the same value as final sentences handed down by the ordinary justice system. They shall be executed according the New York Convention; and
- f) The language of arbitration shall be Spanish.

19.02.03. - Diplomatic channels. - THE CONTRACTOR relinquishes the use of diplomatic channels for all complaints related with this Contract. If the CONTRACTOR fails to fulfill this commitment, the CONTRACTING PARTY may unilaterally terminate the contract and make effective any guarantees.

Twentieth Clause. - LOCATION OF PROVISION OF SERVICES

20.01.- The services that are the objective of the present Contract, shall be executed in Washington, D.C., the United States of America or in any state of the American Union, so long as the nature of the specified activity is so required by this contract.

Twenty- First Clause. - MATERIAL AND INTELLECTUAL PROPERTY OF THE SERVICES

21.01. - The material and intellectual property of all of the products elaborated and modified during the execution of the services that are the objective of this contract shall belong to the MCPEC. THE CONTRACTOR may refer to them or cite them as antecedents of its technical and professional activity, or for scientific publications.

Twenty- Second Clause. - TRIBUTES, RETENTIONS, AND EXPENSES

22.01. - The CONTRACTING PARTY shall affect to the CONTRACTOR the retentions as disposed for in accordance with Ecuadorian tributary legislation.

Twenty- Third Clause. - DOMICILE

23.01. - For all effects of this contract, the parties indicated as their addresses, the following:

Ministry for the Coordination of Production, Employment, and Competitiveness – MCPEC

Phone: (593)2-381-5600
Address: Av. Coruña y 12 de Octubre, Edificio Altana Plaza 4to piso.
City, Country: Quito- Ecuador

CONTRACTOR

Phone: (202) 822-5200
Address: 1000 Vermont Avenue, NW, Suite 200
City: Washington, DC 20005
Country: United States of America

Twenty- Fourth Clause. - ACCEPTANCE BY THE PARTIES

24.01. - Freely and Voluntarily, the parties expressly declare their acceptance of the entirety of the content in the present contract and yield to its stipulations.

For the record and in good faith of acceptance, do hereby sign the parties on FOUR copies of the present Contract.



Ministerio de Coordinación
de la Producción, Empleo
y Competitividad

Agreed to in Quito, on April 30, 2010

Agreed to in Washington DC, on April 30, 2010

Signature:

Name: Nathalie Cely S.

Position: Coordinating Minister

Institution: Ministry for the Coordination of Production,
Employment and Competitiveness

Capacity: CONTRACTING ENTITY

RUC: 1768147560001

Signature:

Name: Erin Visser

Position: Vice President of Administration

Institution: DAVID FENTON
COMMUNICATIONS, INC.

Capacity: CONTRACTOR

RUC: N/A

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